



**ERIE, PENNSYLVANIA MANUFACTURING PLANT
RESPONSE TO SEVENTEENTH UNION PROPOSAL**
June 5, 2023

1. **Article XXII (Leaves of Absence):**

a. Section 1 (Personal Leave): No change.

b. Section 2 (Medical Leave):

i. Subsection (a) (Family and Medical Leave): The Company offers the following counterproposal:

(a) Family and Medical Leave. Employees who have been employed with the Company for at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) months prior to starting leave shall be eligible for up to twelve (12) weeks of unpaid leave for the birth or adoption of a child, or the serious health condition of the employee, the employee's child, spouse or parent, in accordance with the provisions of the Family and Medical Leave Act ("FMLA"). ~~Periods of employment and hours of service with GET will be counted for purposes of determining employee eligibility for FMLA leave.~~

1. Subsection (a)(i): Reject. Maintain current contract language.

2. Subsection (a)(ii): The Company offers the following counterproposal:

(ii) Employees who are on approved FMLA leaves of absence for non-occupational illnesses or injuries and are receiving short-term disability benefits from the Company will not be required to utilize accrued vacation during approved FMLA leaves of absence but will be required to use other paid leave benefits (e.g., Personal Illness Pay) for any lost work days that are not covered by short-term disability benefits.

3. Subsection (a)(iii): The Company offers the following counterproposal:

(iii) Employees who are on approved FMLA leaves of absence for any reason other than their own occupational or non-occupational illness or injury will be required to utilize any available Personal Illness Pay during the period of their FMLA leaves of absence.

4. Subsection (a)(iv): No change.
5. Subsection (a)(v): No change.
- ii. Subsection (b) (Medical Leaves of Absence): No change.
 1. Subsection (b)(i): No change.
 2. Subsection (b)(ii) (New): The Company offers the following counterproposal:
 - (ii) An employee with compelling medical circumstances may request medical leave on an intermittent basis, provided that the employee provides a certification that intermittent leave is medically necessary due to the employee's medical condition.
 3. Subsection (b)(iii): No change.
 4. Subsection (b)(iv): No change.
 5. Subsection (b)(v): No change.
 6. Subsection (b)(vi) (New): Reject.
 7. Subsection (b)(vii): Reject. Maintain current contract language.
- c. Section 3 (Bereavement Leave): Reject. Maintain current contract language.
 - i. Subsection (a): No change.
 - ii. Subsection (b) (New): Reject.
 - iii. Subsection (c): Reject. Maintain current contract language.
 - iv. Subsection (d) (New): Reject.
 - v. Subsection (e): No change.
- d. Section 4 (Jury Duty): Reject. See Company proposal with respect to Article XXIII, Section 5 below.
 - i. Subsection (a): No change.
 - ii. Subsection (b): No change.
 - iii. Subsection (c): No change.
 - iv. Subsection (d): No change.
 - v. Subsection (e): No change.
 - vi. Subsection (f): Reject. See Company proposal with respect to Article XXIII, Section 5 below.

e. Section 5 (Subpoenas) (New): The Company offers the following counterproposal:

Section 5. Subpoenas. Employees will be excused from work without pay if they are subpoenaed to testify in a civil, criminal or administrative proceeding in which they are not a party.

f. Section 6 (Military Leave): No change.

g. Section 7 (Voting Leave): No change.